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IN THE

Supreme Court of the United States

OCTOBER TERM, 1950.

No. 209

EMICH MOTORS CORPORATION AND U. S. ACCEPTANCE CORPORATION,

Petitioners,

vs.

GENERAL MOTORS CORPORATION AND GENERAL MOTORS ACCEPTANCE CORPORATION,

Respondents.

APPENDIX TO PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

THOMAS DODD HEALY,
HAROLD STICKLER,
A. BRADLEY EBEN,
208 S. La Salle Street,
Chicago 4, Illinois,
Counsel for Petitioners.

APPENDIX.

(1) Defense Witness Refrains.

Dozens of defendants' employees disparaged defendants' manuals requiring close and intimate cooperation between the car-selling units and GMAC, saying literally or in substance: "I threw it up on the shelf and let it accumulate dust * * * I never followed what was in there." (*e. g.*, R. 5662, 1611-1612, 1627-1628, 1688-1689, 1807-1810, 1852, 1897-1898, 1950, 1988, 2687, 2764, 2782-2783, 2804, 3296, 3451, 3455, 3477-3478, 5353-5354, including those who participated in writing them, R. 3259, 4166.) Employee after employee, even Chevrolet General Sales Manager Holler, used the same refrain: "I was selling cars and they (GMAC) were selling paper. I was only interested in selling cars. They had their job to do and I had my job to do"—or as a corollary from GMAC employees: "* * * it was my job to sell the GMAC plan and it was the unit's job to sell merchandise. * * * I never asked the unit to get new business * * *." (*e. g.*, R. 6783, 4167, 2687, 1898, 5353, 5662, 6825).

The extreme was reached when Holler disavowed paternity of the Chevrolet manual issued by his authority over his signature. (R. 6821, 6823, 7529-7530.)

(2) Misinterpretation of the Instructions in the Instant Case.

The instructions, as a whole, demonstrate that very little evidentiary value was assigned to the indictment. The trial court first summarized the contents of the complaint, indictment and answer, characterizing them as "allegations" of the parties. (Note terminology: "avers", "al-

leges", "assert", R. 9095-9097). Having identified the indictment as being a part of the complaint (R. 9095), the trial court then stated the complaint is "no evidence" and "not to be considered proof of the things alleged". (R. 9098.)

The value of the indictment at this stage was certainly minimal.

Thereafter, in instruction 11, the trial court imbedded three matters into the jury's mind: First, the indictment was only to be considered part of the judgment, not as independent evidence (see bottom of R. 9100 and top of R. 9101); Second, that not every allegation of the indictment had to be proved by the Government (3rd full par., R. 9101); and Third, the judgment, including the indictment, was admitted as prima facie evidence of one and only one of the three issues of this case, "namely, the conspiracy to violate the anti-trust laws". (R. 9101; see also, bottom of R. 9100 and top of R. 9101; "three issues", R. 9098-9099.)

Thus, at this stage, the over-all impression must have been that the judgment, of which the indictment was an integral part, was in evidence solely as prima facie proof of the conspiracy, the indictment serving namely to define, describe and limit the scope of the judgment (end of instruction 11, R. 9101).

Thereafter, the trial court never mentioned the indictment again. The judgment was mentioned only once more, in instruction 12, dealing with an entirely different subject. Instruction 12 was intended to complete the discussion of burden of proof previously started in instruction 10 (R. 9099-9100), which dealt with that subject generally. Instruction 12 related the burden of proof to the three issues *taken together*, the sense being that in order to recover damages, plaintiffs had to establish all three issues

by a preponderance of the evidence, including the judgment. (R. 9101-9102.)

But the Court below, apparently overemphasizing the syntax of instruction 12, concluded that this instruction permitted the jury to consider the indictment as more than prima facie evidence of the one issue of conspiracy, that is, "as evidence * * * that Emich Motors' franchises were cancelled pursuant to that conspiracy". (R. 9456.) This is a grievous distortion of its meaning as well as that of all the instructions taken together. Since instruction 12 does not mention the indictment as such and does not purport to deal with limitations upon its use as evidence, to read it as vitiating the limitations previously imposed is manifestly to ignore the context and to pick the trial court's charge to pieces with no regard to the impression of the charge as a whole upon the mind of the jury.

(3) Misinterpretation of Instructions in the Antecedent Criminal Case.

The Court of Appeals' view that the criminal judgment was multifarious is untenable in view of the clear wording of the instructions (R. 8536-8538) that the jury could not return a verdict of guilty unless it found coercion. The trial court there used coercion as synonymous with the actual or threatened withholding of cars, through discriminatory non-deliveries or cancellation of the dealerships.

The pertinent instructions appear *in extenso* in *Ford Motor Co.* v. *U. S.*, 335 U. S. 303, 316-317, wherein this Court construed them to have the following meaning:

> "Their plain effect is to draw a line between such practices as cancellation of a dealer's contract, or refusal to renew it, or discrimination in the shipment of automobiles, as a means of influencing dealers to use GMAC, all of which fall within the common understanding of 'coercion,' and other practices for which

'persuasion', 'exposition' or 'argument' are fair characterizations."

(4) Origin of the Conspiracy.

In their discovery admissions, defendants conceded that their top officials met in California in November, 1925, and agreed to "request" dealers to conform to the GMAC plan. (R. 998.) Board Chairman Sloan's examination developed that since Chevrolet General Sales Manager Grant had already "requested" all dealers to conform to the GMAC plan in July, 1925 (R. 8061-8062), the only question on the agenda was whether to give Grant the authority to put teeth into his request. The decision was affirmative. Note Sloan's use of the words "require" (R. 3868, 3878, 3887), "must conform" (R. 3894), and "had to use" (R. 3895). (Sloan "instructed" Grant to put the program into effect (R. 3794), stating that, in any event, Grant was there, knew the policy, and had authority to apply it automatically. (R. 3895.)

(5) Defendants Coerced Dealers.

Chevrolet's and GMAC's field forces were given a clear mandate to make a joint and integrated effort to secure business and information for GMAC from Chevrolet dealers. (R. 7718-7729, 7914-7916, 7931.) As Chevrolet put it, "it is important for GMAC to obtain the business of Chevrolet dealers." (R. 7718.)

Chevrolet instructed its field forces to see that the dealer plainly priced each new car with the GMAC price tag (R. 7635, 7637) and that the dealer's salesmen were equipped with GMAC rate charts. (R. 7645.) Further, the Chevrolet field man was required to learn the GMAC time selling plan, become personally acquainted with GMAC personnel, and work hand in glove with them in meeting

with dealers and their salesmen to explain "why Chevrolet considers the GMAC plan best for Chevrolet dealers." (R. 7718-7728.)

Plaintiffs' witness Bahr, a former Chevrolet Car Distributor, told how he "blacklisted" non-conforming dealers, withholding cars in times of shortage. (R. 407-409.) Zander, a Chevrolet field man, related the Chicago zone practice "to make life miserable" by non-deliveries. (R. 942.)

Plaintiffs' sixteen dealer witnesses, thirteen of whom testified in the criminal case (R. 7212), told of the coercions applied against them. Nine testified as to non-deliveries (R. 376, 415-416, 479, 542, 591-592, 791, 867, 877, 8031, 8033, 8034, 956.)

Another favorite device was the threat to cancel, known to GMAC as instilling "the fear of the unit" in dealers. (R. 8180.) The dealers "ran the gantlet" of zone department heads and GMAC representatives at annual contracting meetings. (R. 875-876, 652, 1008, 378, 395-396, 478, 542, 544-546, 548-549, 788-789, 8202-8203, 8170.) A number received threats of cancellation, express or implied. (R. 593-594, 635-636, 671, 768, 792, 876, 878, 881, 8030, 8032, 8197, 8204-8205.) For example, a war of nerves was conducted against dealer Munson, designed to lead to his "voluntary" cancellation. (R. 8036-8037.) Several felt compelled to give "voluntary" cancellations. (R. 381, 401, 672, 700-701.) Threats to cancel ripened into cancellations, usually as a final ouster (R. 448, 482, 552, 597, 692-693, 792), sometimes to bring the dealer to terms (*e. g.*, Disher, cancelled three times and reinstated twice, R. 581, 594, 597; Munson, twice cancelled and twice reinstated, R. 881, 885, 894, 896, and Moyer, R. 8192, 8193).

Defendants' own documents left no doubt as to how the car-selling units and GMAC joined forces to force the dealer into the GMAC net:

The car-selling unit zone office officials were so zealous in promoting GMAC that they criticized GMAC if it didn't enlist their assistance to the fullest extent. (R. 8123-8124, 8153.) This zeal was best expressed in the blunt language of a zone manager to a dealer: "GMAC is a unit of General Motors; National Bond is not. I am interested in (making) profit for the General Motors Corporation and I have no interest in National Bond even being in business." (R. 8200.) Document after document showed that promises to use GMAC were wrung from dealers by the car-selling units. (R. 8187, 7529, 8151, 8152, 8160, 8161, 8193-8194, 8195-8196, 8198, 8202-8203, 8204, 8191-8192.)

(6) Emich Motors' Deliveries Were Withheld.

With the revival of business in 1934, Chevrolet's pressure upon Emich Motors to use GMAC was intensified. In the first half of 1934, cars were withheld. At the first opportunity, Fred Emich complained to General Sales Manager Holler, who promised to ease the pressure if Emich would "give GMAC a little business". (R. 1085.) Deliveries improved immediately, prompting Emich to write Holler that he was ready to forget the past and that the morale of his organization had improved 1000%. (R. 8284.) Holler congratulated Emich on "the wonderful news that (Emich) delivered 118 new cars in June . . . compared to 46 in May". (Plfs. Ex. 321, R. 8287.)

In the latter part of 1934, having been disappointed by GMAC in a particular transaction, Emich Motors turned almost entirely to other discount companies including Emich Finance. (R. 1088, 1097.) In doing so, it disregarded Zone Manager Hill's open and aggressive concern that Emich Motors use GMAC, as manifested indisputably by Hill's letter to Emich (R. 8316) and his telegram to his superior. (R. 8289.) Thereafter, Emich's delivery prob-

lems became most acute. Emich's new car sales manager, Feehan, sent letter after pleading letter to the car distributor and Hill, begging for deliveries, pointing out that unfilled orders were stacked up and being cancelled; that there was danger of losing the sales force; that according to the records Emich Motors wasn't getting its fair share of cars and was losing the benefit of its costly advertising and sales promotion. (R. 8346-8356, 8359-8361.) These were additional to the regular order forms. (R. 1125; postscripts, R. 8359, 8361.)

Hill returned one of Feehan's letters stating that all were "being disregarded". (R. 8361.) Feehan, in his frustration, sent Hill's letter back with a postscript: "Please accept my apology for annoying you. I merely thought you would be interested slightly in our delivery problems. These (orders) have been forwarded on daily report". (R. 8361.)

The very next day Emich and all dealers received a letter from Hill that cars were abundant and that the dealers' sales managers "must be retired from the softy list". (R. 8358.)

Confronted with this correspondence, Hill threw at Emich the letter Feehan had returned to him, and bluntly told Emich, in substance, that his orders were being ignored and he would be cancelled because he was not using GMAC. (R. 1135.)

Emich's delivery difficulties continued into 1936. (R. 1149.) His salesmen were thoroughly demoralized and lost orders when told by customers that Emich's cancellation was imminent. (R. 1444, 1450.) Notice of cancellation was received in April and took effect in September. During that interim, Emich's business was completely disrupted. Upon the stoppage of delivery, Emich turned over a list of 51 unfilled orders. (R. 8444, 1458.)

(7) The Chevrolet Officials Knew That the Dealers' Non-Use of GMAC Was the Point of Friction With Chevrolet.

Dealer Magers testified that Hill, Doran and Holler told him they would not tolerate his doing business with any one except GMAC. (R. 634-637.)

Dealer Disher related his conversation with Holler, in which Holler reinstated Disher and said: "Go on and do business with GMAC * * *". (R. 595).

Dealer Munson brought this knowledge home to Holler by writing him that zone manager Berger, was about to cancel him because "I was not 100% GMAC". (R. 8032.) Subsequently, Munson conferred with Holler, Berger and the Regional Manager, and a 10 point Program was drawn up and incorporated in a letter to Munson. (R. 8046.) One of the points was: "Sell yourself to GMAC—Chevrolet would like you to use GMAC". (R. 8046.) Holler's letter confirmed the conference. (R. 8047.)

As a Regional Manager in Texas, Doran received a copy of a letter by his subordinate to dealer Harry Moyer, which bluntly stated: "* * * you are attempting to carry too much of your time sales business. GMAC is maintained by the Corporation to assist dealers * * * The Corporation has a tremendous investment in this unit, and it is expected that dealers will finance their time sales business through the Acceptance Division". (R. 8187.)

That Holler and Doran not only knew but authorized many other such instances was inferrible from the documentary evidence as to what Holler's and Doran's various zone and regional officials were demanding of other dealers. (See Appendix, *ante*, p. vi, end of note (5).)

(8) Any Excluded Evidence of Service and Finance Complaints and Finance Charges Would Have Been Merely Cumulative.

Regarding service complaints, defendants had the benefit of 30 witnesses and 29 defense exhibits (as well as 28 plaintiffs' exhibits consisting of defendants' own documents bearing on this subject):

18 customers and 21 exhibits relating to said customers: Jorgensen (R. 3325, 3351), Def. Exs. 170-172 (R. 8685-8689); *O'Connor* (R. 5303), Def. Ex. 311 (R. 8938); *Cross* (R. 5424-5431), Def. Ex. 313 (R. 8941); *Larson* (R. 5968); *Hoppen* (R. 6043), Def. Ex. 330 (R. 8961); *Reinking* (R. 6053), Def. Ex. 315 (R. 8944); *Grosby* (R. 5276), Def. Exs. 307, 308, (R. 8931, 8932); *Ford* (R. 4741), Def. Ex. 264 (R. 8838-8834); *Boling* (R. 4804), Def. Ex. 301 (R. 8921); *Muncie* (R. 5683), Def. Ex. 318 (R. 8947); *Yaccino* (R. 5297), Def. Ex. 310 (R. 8937); *Blossey* (R. 5578), Def. Ex. 314 (R. 8943); *Rowan* (R. 5283); *Ziska, Jr.* (R. 5588), Def. Ex. 306 (R. 8929); *Baclene* (R. 5675), Def. Ex. 317 (R. 8946); *Barggren* (R. 5783, 5797), Def. Ex. 322 (R. 8953); *Berg* (R. 6714), Def. Ex. 331, 332 (R. 8963-8964); *MacKenzie* (R. 6036), Def. Exs. 328, 329 (R. 8959-8961).

4 present or former employees of Chevrolet and one other: Barry, City Sales Mgr. (R. 6423, 6424, 6435); *Morgan,* Asst. Zone Serv. Mgr. (R. 4603, 4604, 4608-4610, 4613-4615, 4617, 4618, 4621-4623; 4965-4984; 4991-5007; 5020-5025, 5708, 5709, 5727-5732); *Wilhelm,* Zone Parts, Access. and Serv. Mgr. (R. 5443-5447, 5483, 5511-5517, 5521, 5522, 5535, 5539, 5546, 5555, 5557-5558, 5559); *Brady,* City Sales Mgr. (R. 5618-5619, 5669); *Smith,* Zone Parts and Serv. Mgr. (R. 5910, 5911-5913, 5925-5929, 5934, 5936, 5940-5942, 5948, 5951-5960, 5967); *Bragle,* Zone Mgr. (R.

4911); *Holler*, Gen. Sales Mgr. (R. 6759); *Hill*, Zone Mgr. (R. 6083, 6089, 6103, 6124, 6128; *Doran*, Asst. Gen. Sales Mgr. (R. 6566, 6710); *Brellenthin*, Dist. Mgr. (R. 5327-5328, 5330); *Smith*, Reg. Mgr. (R. 6453, 6467); and *Balcom*, Pres., Chicago Dealers Assn. (R. 4207).

8 additional defense exhibits and 28 plaintiffs exhibits: Defendants' Exs.: 273, 274 (R. 8851-8852); 320, 321 (R. 8951-8952); 333-335 (R. 8965-8967); Plaintiffs' Exs.: 380, 381 (R. 8365, 8366); 620-639 (R. 8457-8485); 717 (R. 8503); 720 (R. 8507); 734 (R. 8520); 738 (R. 8524); 804, 805 (R. 8527-8529).

Evidence as to *finance complaints* and so-called *finance charges* fell into two categories: (a) involving elements of alleged fraud and (b) involving no elements of fraud but purporting to show that the credit price differential entering into Emich Motors' installment price (although not the total price itself) was higher than under the so-called 6% plan originated by GMAC.

Defendants had free rein on evidence of alleged fraud, introducing 6 customers and 10 exhibits concerning them; also, 6 present or former employees of Chevrolet—a total of 12 witnesses and 10 exhibits.

Customers—Kraybill (R. 2459); *Klose* (R. 4773) Def. Ex. 300 (R. 8919); *Maass* (R. 4943), Def. Ex. 305 (R. 8927); *Farnsworth* (R. 5844), Def. Ex. 323-327 (R. 8956, 8959); *Mackenzie* (R. 6036), Def. Ex. 328, 329 (R. 8959, 8960); *Hoppen* (R. 6043), Def. Ex. 330 (R. 8961).

These witnesses testified to 6 instances. Four arose in late 1935 or early 1936, immediately after GMAC changed to the so-called 6% plan and launched its misleading advertising campaign. In all six, the customer expected or claimed to have requested GMAC, and the Emich Motors' salesman gave him, instead, a non-recourse company: CIT

(3 instances); or MAC (1 instance); or Emich Finance (2 instances).

Chevrolet Employees: Brellenthin, Dist. Mgr. (R. 5319, 5331-5332); *Wilhelm,* Zone Parts, Access. and Serv. Mgr. (R. 5444, 5445, 5555); *Brady,* City Mgr. (R. 5618, 5619, 5661, 5673); *Hill, Zone Mgr.* (6084, 6090, 6119, 6120, 6124); *Doran,* Asst. Gen. Sales Mgr. (R. 6566, 6710); *Smith,* Reg. Mgr. (R. 6453).

In the second category, apart from elements of alleged fraud, defendants had the benefit of testimony of:

(a) *7 customers and 4 exhibits relating thereto* (the 6 customers above and 1 other: R. 2463, 4780, 4796, 8919, 4945, 8927, 5846-5847, 8956, 6042, 6050-6052, 8962; *Hobday,* R. 4797, 4941, 4936); plus

(b) *7 present or former Chevrolet employees* (the 4 above and 3 others): *Brellenthin* (R. 5319; 5331); *Brady,* (R. 5600, 5618-5619, 5659, 5660, 5661, 5669, 5673); *Snively,* Motor Acctg. Repres. (R. 5814, 5868, 5873-5878); *Hill* (R. 6066, 6067, 6084, 6090, 6119-6120, 6201, 6204, 6308); *Barry,* City Mgr. (R. 6424, 6435); *Smith* (R. 6453); *Holler,* Gen. Sales Mgr. (R. 6759, 6800, 6801, 6871); plus

(c) *5 more defense exhibits and Chevrolet's manual:* Def. Exs. 288, p. 1 (at R. 8899); 289, p. 1 (at R. 8905); 275 (at R. 8853, 8860); 273 (R. 8851); and 274 (R. 8852); Chev. Manual, R. 7716-7717.

Also, as a background for the consideration of the foregoing evidence as to finance charges, defendants had the benefit of the testimony of:

(1) *15 more present or former officers or employees of defendants: Sloan,* Chairman of Board of GMC (R. 3853-3858; 3778-3779; 3900-3903); *Dezendorf,* Vice-Pres. of GMAC (R. 3120-3125; 3128; 3135-3136; 3140; 3146-3148; 3160-3161; 3172-3173); *Allen,* Chev. Dis. Mgr. (R. 2153-2154); *Berger,* Chev. Zone Mgr. (R. 2812; 2837; 2854);

Bygel, Chev. Zone Acctg. Mgr. (R. 3526-3527); *Hicks,* Chev. Zone Mgr. (R. 1885-1886); *Jerrue,* Chev. Zone Mgr. (R. 1703); *Mortlock,* Chev. Dist. Mgr. (R. 2705; 2721-2723); *Campbell,* Olds. Asst. Zone Mgr. (R. 2328); *Murphy,* Olds. Reg. Mgr. (R. 2399; 2418); *Trevellyan,* Olds. Asst. Gen. Sales Mgr. (R. 2515; 2519); *Carlson,* Buick Zone Bus. Mgr. (R. 2607); *Belfie,* Buick Dir. of Merchandising (R. 2638); *Wright,* Chev. City Repres. (R. 2006); *Brown,* Chev. Zone Mgr. (R. 2049; 2052); and

(2) *29 more of defendants' documents in evidence:* Plfs. Exs. 22 (at R. 7543-7546; 7716-7753); 26, 27 (R. 7789, 7790; 7798-7814); 28F (R. 7836-7838); 28-J to O (R. 7840-7857); 28-Q (R. 7857-7861); 33 (R. 7867-7875); 37 (R. 7906; 7917; 7926-7928); 77 (R. 8061-8063); 79, 80 (R. 8065-8071); 93, 93A, 94 (R. 8120-8122); 201-203 (R. 8128-8131); 205 (R. 8134); 209 (R. 8139); 211 (R. 8141); 227, 228 (R. 8162, 8163); 230 (R. 8166); 244 (R. 8185); 390 (R. 8378-8380).

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POWER? Sure! Here's a whole bonnetful of Fireball straight-eight power.

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Just see why this is so:

Most cars have coil springs in front. Buick has them *all around*.

Most cars now ride on low-pressure tires. Buick adds to them *Safety-Ride rims* to cut heel-over and sway.

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And no other car—no, not a single one—has all these comfort extras *plus* husky frames *plus* Hi-Poised engine mountings *plus* middle-of-the-car seating *plus* the extra silkiness of Dynaflow Drive.* *Standard on ROADMASTER, optional at extra cost on SUPER and SPECIAL models.

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Better come learn about them—by firsthand trial. Can you see your Buick dealer today?

WHATEVER YOUR PRICE RANGE

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GEARY BUICK COMPANY
3101 W. Grand Avenue
Chicago, Ill.

GERWIG-NELSON MOTORS, INC.
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Chicago, Ill.

GORDON MOTOR CO. OF CHICAGO
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Chicago, Ill.

HAUTSHORNE MOTORS, INC.
330 North Clark Street
Chicago, Ill.

LINCOLN PARK BUICK CO.
2833 North Halsted Street
Chicago, Ill.

LOGAN SQUARE BUICK CO.
2670 Milwaukee Avenue
Chicago, Ill.

FRANK J. LYNCH MOTORS, INC.
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Chicago, Ill.

JOE MARSHALL BUICK, INC.
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Chicago, Ill.

McFARLAND-KEENAN CO.
1243 W. 63rd Street
Chicago, Ill.

HILDA QUICK, INC.
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NORTHWEST AUTO CO., INC.
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1002 South Wabash Avenue
Chicago, Ill.

ROSELAND BUICK SALES
10432 So. Michigan Avenue
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SOUTH CHICAGO BUICK CO.
8630 Commercial Avenue
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SOUTH SHORE BUICK, INC.
1441 East 75th Street
Chicago, Ill.

WEST SIDE BUICK, INC.
3056 Washington Boulevard
Chicago, Ill.

WESTERN AVE. SALES, INC.
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Chicago, Ill.

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SCHAUBLE BROS. & COLLINS
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BOWER MOTORS, INC.
201 West Hillgrove Avenue
La Grange, Ill.

GEORGE WENDAH
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Lake Forest, Ill.

NORRIS BUICK, INC.
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WALTER PECKAT CO.
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BUSSE MOTOR SALES, INC.
30 South Main Street
Mt. Prospect, Ill.

BRUMMEL MOTOR CO.
245 South Main Street
Naperville, Ill.

PALMER BUICK, INC.
819 Lake Street
Oak Park, Ill.

BUSSE-BREDEMANN, INC.
134 North Northwest Highway
Park Ridge, Ill.

WETZEL & TURNER BUICK, INC.
431 South Genesee Street
Waukegan, Ill.

SUBURBAN BUICK CO., INC.
229 West Front Street
Wheaton, Ill.

FOLEY MOTOR SALES
420 Green Bay Road
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Lowest-Priced Car with GM Hydra-Matic Drive
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Power-Packed Silver Streak Engines—Choice of Six or Eight

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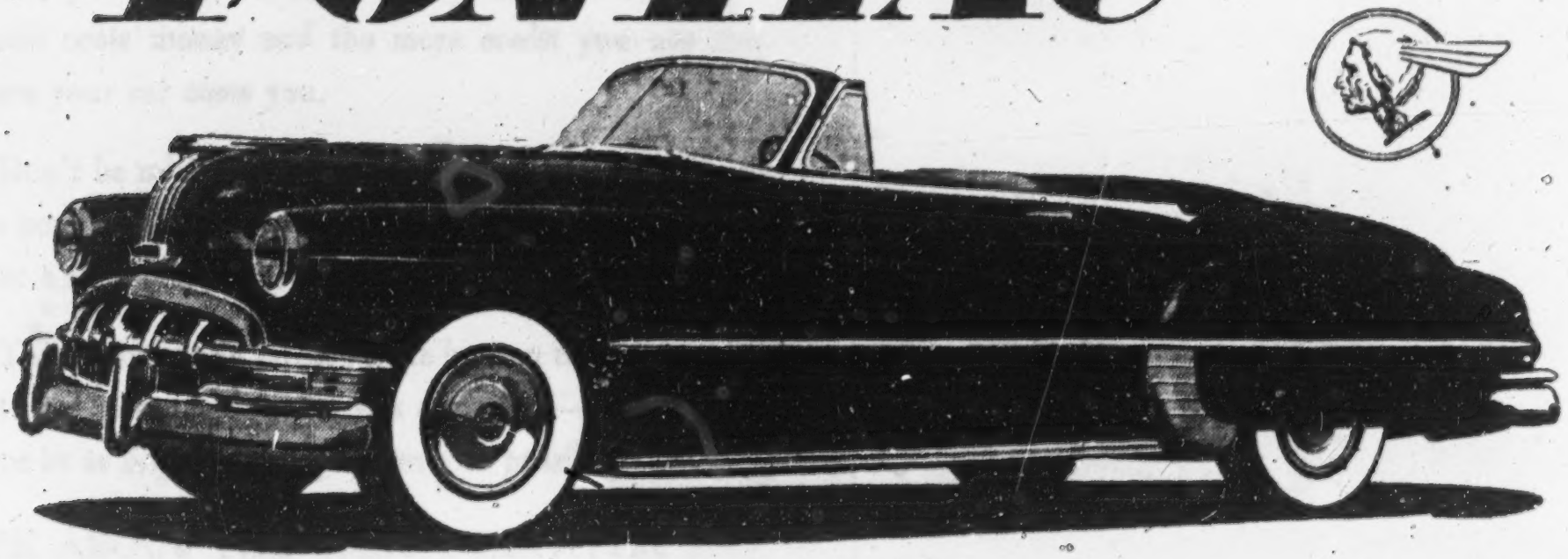

NOTE:
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Character is written all over it!

Chieftain Business Coupe	$1615	Chieftain 2-Door Sedan	$1738
Streamliner Sedan Coupe	$1712	Streamliner 4-Door Sedan	$1768
Chieftain Sedan Coupe	$1738	Chieftain 4-Door Sedan	$1789

Illustrated—Chieftain De Luxe Convertible Coupe $2217.40

With white sidewall tires, bumper wing guards and fender shields.

All the above models have a Six-Cylinder engine. Pontiac's Straight-Eight is $60 extra on any model.

State and local taxes, if any, optional equipment and accessories—extra.

Prices subject to change without notice. Prices may vary in surrounding communities due to transportation differentials.

What a wonderful feeling it is to take the wheel of a magnificent new Pontiac convertible—to feel the pride of driving a car with character in every line and action, a car with a personality so distinctive there is literally nothing else like it on the road!

Naturally, the convertible shown here is the sweetheart of the Silver Streaks, a car with a manner all its own. But *character* is a basic Pontiac ingredient—one that adds greatly to the joy of owning and driving any Pontiac model you choose.

All Pontiacs are beautiful—all Pontiacs offer sparkling performance—all Pontiacs are built to deliver years of dependable, economical driving with only routine service attention.

In short, every new Pontiac has *character* written all over it and stamped deep into its background. That is one of the important things we mean when we say—dollar for dollar, you can't beat a Pontiac!

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Don't be misled by proposals of "easy terms." They are not easy. If you pay very little down and the balance over a long period, your car costs you more.

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